

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 18, 2004

Division: County Attorney

AGENDA ITEM WORDING:

Approval of a Resolution renouncing and disclaiming any right of the County and the public in and to a portion of First Street and a portion of an alleyway, Key Largo City, for the Key Largo Volunteer Fire Rescue Department.

ITEM BACKGROUND:

Petition has been reviewed and approved by Planning, Engineering and Fire Marshal.

PREVIOUS RELEVANT BOCC ACTION:

On July 14, 2004, the Board granted approval to advertise this matter for public hearing.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST:

BUDGETED: Yes ! No !

COST TO COUNTY: Petitioner pays costs.

APPROVED BY: County Attorney ■ OMB/Purchasing ! Risk Management !

DIVISION DIRECTOR APPROVAL

 07/29/04
J. R. Collins

DOCUMENTATION:

Included !

To Follow !

Not Required !

AGENDA ITEM



RESOLUTION NO. - 2004

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO A PORTION OF FIRST STREET AND A PORTION OF AN ALLEYWAY, KEY LARGO CITY, PLAT NO. 5, MONROE COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners of Monroe County, Florida, desires to renounce and disclaim any right of the County and the public in and to the hereinafter described streets, alley-ways, roads or highways, and

WHEREAS, due notice has been published and a public hearing has been held in accordance with Chapter 336, Florida Statutes, and

WHEREAS, at said public hearing the Board considered the argument of all parties present wishing to speak on the matter, and all premises considered concerning the renouncing and disclaiming of any right of the County and the public in and to the hereinafter described streets, alley-ways, roads or highways as delineated on the hereinafter described map or plat, and

WHEREAS, the Board has determined that vacation of the said road is for the general public welfare, and conforms to the requirement of Fla. Stat. Secs. 336.09 and 336.10; now, therefore,

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereby renounces and disclaims any right of the County and the public in and to the following described streets, alley-ways, roads or highways as delineated on the hereinafter described map or plat, to-wit:

A PORTION OF FIRST STREET, KEY LARGO CITY, PLAT NO. 5, FRONTING LOTS 10 THROUGH 17, AND A PORTION OF ALLEYWAY THAT SEPARATES LOTS 10 THROUGH 17 AND LOTS 46 THROUGH 53, BLOCK 5, KEY LARGO, MONROE COUNTY, FLORIDA

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 18th day of August, 2004.

Mayor Nelson
Mayor Pro Tem Rice
Commissioner McCoy
Commissioner Neugent
Commissioner Spehar

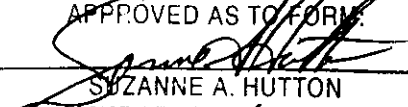
(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 7/21/04

ROAD ABANDONMENT PETITION-page 1 of 2

DATE: November 19, 2003

NAME: KEY LARGO VOLUNTEER FIRE RESCUE DEPARTMENT

ADDRESS: P.O. BOX 782/1 EAST DRIVE, KEY LARGO, FL 33037

STREET/EASEMENT/ETC.

(to be abandoned): First Street, Key largo City, Plat No. 5, that fronts Lots 10 thru 17, and a portion of "Alley way" that separates Lots 10 thru 17 and Lots 46 thru 53, Block 5.

(Exhibit A) Survey

Description of roadway to be abandoned and survey showing that portion marked with diagonal lines with petitioners' property clearly delineated and outlined, and showing all adjacent properties.

(Exhibit B) Map of Island /key on which road is located, clearly showing US 1, Mile Marker number and portion of road to be abandoned.

(Exhibit C) Copies of deeds(s)

Petitioners certify that they are the sole owners of Lot(s) (description above) and that the abandonment of said road will not take away from other property holders' right of ingress and egress to their property, and that the 2003 taxes on their subject land have been paid.

(Exhibit D) Legal description of that portion of roadway which petitioners seek to have abandoned.

(Exhibits E-1, E-2, E-3, and E-4) Letters of no objection from utility companies, including, but not limited to water, electricity, telephone, cable TV.

(Exhibit F) Letters of no objection from all adjacent property owners ad list of names and address of all adjacent property owners.

Petitioners seek the abandonment for the following reasons:

For the construction of the replacement of the existing North Key Largo Volunteer Fire Station on the above referenced property. A fire station presently exists on the property and a lease is in effect for all property referenced above between the State of Florida (property owners), and Monroe County for the express purpose of constructing and operating a fire department for the Key Largo District. The right of way abandonment is for roads that were platted in the area at one time when a subdivision was planned for that area, but never constructed.

ROAD ABANDONMENT PETITION PAGE 2 OF 2

Petitioners agree to be responsible for and pay for all costs of advertising and recording fees incurred relative to this request for the vacation.

Petitioners further agree to grant any easement necessary for the furnishing of utilities, including without limitation, electric power, water, sewer, telephone, gas, cable and other electric communication services to the same extent as is common within the area as to height, width and degree, upon request for such service or by the Board of County Commissioners through its authorized agents. If easements are so required, copies of the executed documents will be provided to the County before the petition is presented to the BOCC.

Petitioners certify that the road to be abandoned does not end at water or that, if it does, the road is not a dedicated and accepted right-of-way (including by operation of law due to construction or maintenance by County).

WHEREFORE, Petitioners formally requests the Honorable Board of County Commissioners to grant this petition.


[Signature]
PETITIONER

☒ is personally known to me.
☐ Provided as identification _____

Sworn to and subscribed before me this 3rd day of Nov., 2003

DONNA J HANSON
Typed Notary Name and Number

Donna J. Hanson
Notary Signature and Seal

 Donna J Hanson
My Commission DD036481
Expires June 25, 2005

PETITIONER

☐ is personally known to me.
☐ Provided as identification _____

Sworn to and subscribed before me this _____ day of _____, 199

Typed Notary Name and Number

Notary Signature and Seal

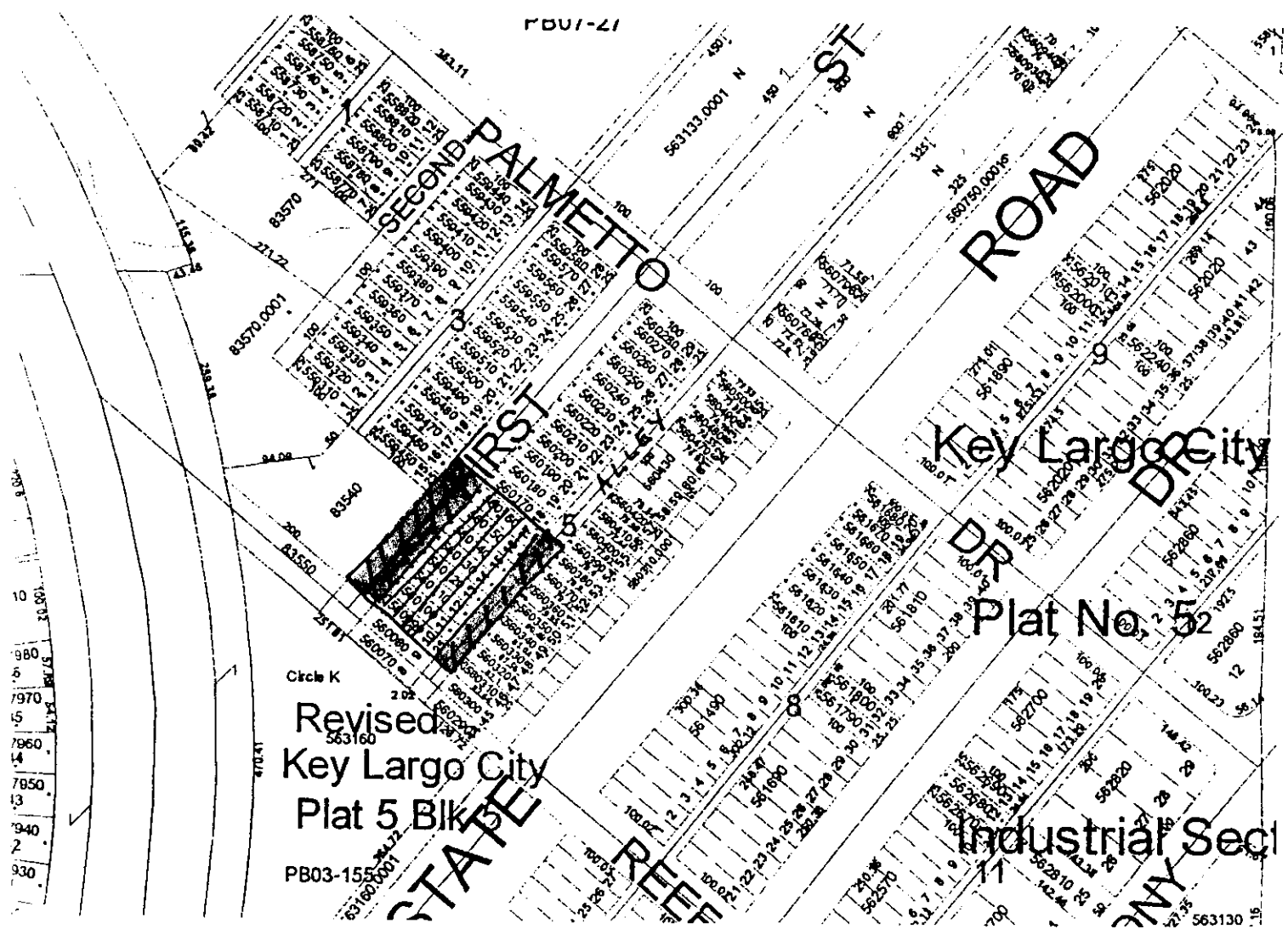
RIGHT OF WAY ABADONMENT
EXHIBIT A-1.1
KEY LARGO FIRE RESCUE DEPARTMENT
FIRST STREET AND AREA IDENTIFIED AS ALLEY

PLEASE NOTE THAT THESE ROADS ARE PLATTED; HOWEVER, NEVER CONSTRUCTED. THE AREA IS TOTALLY WOODED.

THE PROPERTY OWNER ADJACENT TO THE PLATTED ROADWAYS IS:
THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD.
TALLAHASSEE, FLORIDA 32399-3000

PLEASE NOTE THE LETTER FROM DEPARTMENT OF ENVIRONMENTAL PROTECTION THAT INDICATES THAT THEY ARE IN AGREEMENT OF THE RIGHT-OF-WAY ABANDONMENT.

THE STATE OF FLORIDA IS THE ONLY ADJACENT PROPERTY OWNER. THIS PROPERTY IS PRESENTLY BEING LEASED TO MONROE COUNTY FOR THE EXPRESS PURPOSE OF BUILDING AND OPERATING THE NORTH KEY LARGO VOLUNTEER FIRE AND RESCUE DEPARTMENT.





AY (SP5)

SUMMERLAND ROAD

VACA ROAD

STATE ROAD 905

ARDENT COVE DRIVE

EXHIBIT B

9.

B

EXHIBIT C

PAGES 10-22

**ORIGINAL 50 YEAR LEASE AGREEMENT WITH
STATE OF FLORIDA & MONROE CTY.
JULY 1993 THROUGH JULY 2043**

PAGE 23

**LETTER FROM STATE OF FLORIDA INDICATING
EXTENSION OF CURRENT LEASE PERIOD FOR
AN ADDITIONAL 50 YEARS -- 2043**

EXHIBIT C

ORIGINAL LEASE
AGREEMENT BETWEEN
STATE OF FLORIDA &
MONROE COUNTY

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

7/1993 th

7/2043

50 yr. lease

LEASE AGREEMENT

Lease No. 3671

THIS LEASE AGREEMENT, made and entered into this 7th day
of July 1993, between the BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
hereinafter referred to as "LESSOR," and the BOARD OF COUNTY
COMMISSIONERS OF MONROE COUNTY, hereinafter referred to as
"LESSEE."

LESSOR, for and in consideration of mutual covenants and
agreements hereinafter contained, does hereby lease to said
LESSEE the lands described in paragraph 2 below, together with
the improvements thereon, and subject to the following terms and
conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities
and obligations herein shall be exercised by the Division of
State Lands, Department of Natural Resources.
2. DESCRIPTION OF PREMISES: The property subject to this
lease, is situated in the County of Monroe, State of Florida and
is more particularly described in Exhibit "A" attached hereto and
hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of
Fifty (50) years commencing on July 7, 1993 and ending
on July 6, 2043, unless sooner terminated pursuant to
the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises
only for the establishment and operation of a fire station, along
with other related uses necessary for the accomplishment of this
purpose as designated in the Management Plan required by
paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have
the right of ingress and egress to, from and upon the leased

premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall

provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan. LESSEE and LESSOR are aware that a building, used as a fire station, is extant upon the leased premises. LESSEE shall have the right to, immediately, make such repairs and/or improvements upon said building necessitated because of hurricane related damage and/or for the general maintenance/security of the leased premises. such general repairs or maintenance, specifically the restoration of the hurricane damaged main doors, do not require the submission of plans by LESSEE.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect. All easements that exist as of the date of execution of this Lease Agreement are permitted without further written approval of LESSOR.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written

approval of LESSOR as to purpose, location, and design, except as provided in paragraph 8, above. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. INDEMNITY: LESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida and LESSOR from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this lease to the extent provided by law.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to

LESSEE to drill, for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Natural Resources
Division of State Lands

Bureau of Land Management Services
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

LESSEE: County of Monroe
County Administrator
5100 College Road
Stock Island, Key West, FL 33040

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (B) Lessee shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous

waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Florida Statutes, Chapter 376 and Chapter 403 and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE's obligations regarding indemnification and payment of costs and fees as set forth in Paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting period of the applicable agency.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements, do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien

or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

32. SOVEREIGNTY SUBMERGED LANDS: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

33. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping

the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: P. W. Mallison, Jr. (SEAL)

DIRECTOR, DIVISION OF STATE
LANDS, DEPARTMENT OF NATURAL
RESOURCES

"LESSOR"

Cathy Watkins
Witness

Cathy Watkins
Printed or Typed Name

Judith G. Booth
Witness

Judith G. Booth
Printed or Typed Name

STATE OF FLORIDA
COUNTY OF LEON

24 The foregoing instrument was acknowledged before me this day of May 1993, by Percy W. Mallison, Jr., as Director, Division of State Lands, Department of Natural Resources, who is/are personally known to me and who did/(did not) take an oath.

(SEAL)

Cathy Lynn Watkins
Notary Public, State of Florida
Printed, typed or stamped name:

Commission Number:



CATHY LYNN WATKINS

MY COMMISSION # 70013722 EXPIRES
March 22, 1995
GIVEN THAT THEY ARE INSURANCE, ETC.

My Commission Expires:

Approved as to Form and Legality

By: William C. Robinson
DNR Attorney

BOARD OF COUNTY COMMISSIONERS OF MONROE
COUNTY, FLORIDA

Jennie M. Parker
Witness

Jennie M. Parker
Printed or Typed Name

Patricia F. Knowles
Witness

Patricia F. Knowles
Printed or Typed Name

STATE OF FLORIDA
COUNTY OF MONROE

By: Jack London (SEAL)

Is: Mayor/Chairman

"LESSEE"

ATTEST: DANNY L. KOLHAGE, CLERK

By: Isabel C. Depantis
Deputy Clerk

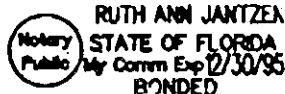
The foregoing instrument was acknowledged before me this
20 day of July 1993, by Jack London, as
Mayor, Board of County
Commissioners of Monroe County, Florida, who is/are
personally known to me and who did/(did not) take an oath.

(SEAL)

Ruth Ann Jantzen
Notary Public, State of Florida
Printed, typed or stamped name:
Ruth Ann Jantzen

Commission Number: CC 173022

My Commission Expires:



APPROVED AND SIGNED
6/24/93

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Block 1 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida.

AND

Block 3 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida.

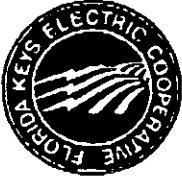
AND

Block 5 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida, excluding Lots 24, 25, 58, 59, 60 and 61, and Lots 8, 9, 44 and 45.

LESS AND EXCEPT the "Replatted Land" which consists of Lots 1 through 7, inclusive, and Lots 38-43, inclusive, of Block 5 of Plat No. 5, KEY LARGO CITY, Plat Book 1, Page 176, as recorded in the Public Records of Monroe County, Florida, and any and all other land lying within the Revised Plat Portion of Block 5, Plat No. 5, KEY LARGO CITY and Other Lands as recorded in Plat Book 3, Page 155, as recorded in the Public Records of Monroe County, Florida.

EXHIBIT D
LEGAL DESCRIPTION OF ROADWAYS TO BE ABANDONED

First Street, Key Largo City, Plat No. 5, that fronts Lots 10 thru 17, and a portion of "Alley way" that separates Lots 10 thru 17 and Lots 46 thru 53, Block 5.



**FLORIDA KEYS ELECTRIC COOPERATIVE
ASSOCIATION, INC. - FKEC**

91805 OVERSEAS HIGHWAY P.O. BOX 377, TAVERNIER, FL 33070-0377 PHONE (305) 852-2431 FAX: (305) 852-4794

September 17, 2003

Mr. Sergio J. Garcia
Fire Chief
Key Largo Volunteer Fire
Rescue Department, Inc.
P. O. Box 782
Key Largo, FL 33037

Dear Mr. Garcia:

Florida Keys Electric Cooperative Association, Inc., has no objection to the Key Largo Volunteer Fire and Rescue Department's right-of-way abandonment petition concerning lots 9 through 16 of block five of Key Largo City, PB1-176 G43-36 and PB1-176 OR566.

We wish you the best in your efforts to construct the new fire station.

Sincerely,

Timothy F. Planer
CEO and General Manager

EXHIBITS E



Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 296-2454
www.fkaa.com

October 29, 2003

John M. Koenig, Sr.
Chairman
Key West

Mary L. Rice
Vice-Chairman
Marathon

Harry E. Cronin
Secretary/Treasurer
Key Largo

Elena Z. Herrera
Rockland Key

Rose Dell
Big Pine Key

James C. Reynolds
Executive Director

Linda Newman
Key Largo Volunteer Fire Department Inc.
P.O. Box 782
Key Largo, FL 33037

RE: Abandonment of portion of First St., Key Largo City, Plat No. 5, that fronts Lots 10 thru 17, and a portion of a alley way that separates Lots 10 thru 17 and Lots 46 thru 53, Block 5,

Dear Ms. Newman:

The FCAA Board of Directors approved at the October 23, 2003 meeting, the above referenced project.

Pursuant to your request for the abandonment of the above-reference property, Staff has researched your request and have no objection to the abandonment since there are no facilities in this area and there is no future need for them.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

FLORIDA KEYS AQUEDUCT AUTHORITY

Edgar F. Nicolle, Jr.
Distribution Design Specialist

EFN/cma

cc: Bob Feldman, General Counsel
Arlyn Higley, Director of Maintenance Dept.
Monroe County Building Department



Comcast Cable Communications, Inc.
1700 N. Roosevelt Blvd. #2
Key West, FL 33040

September 8, 2003

Linda Newman
Key Largo Fire Department
P.O. Box 782
Key Largo, Florida 33037

RE: Road Abandonment

Dear Ms. Newman:

Comcast Cable Communications, Inc. has reviewed the attached road abandonment request, we made an on site visit to this location and have no objection.

If you have any questions please contact me at my office 305-294-0992 x105.

Sincerely,

Comcast Cable Communications, Inc.

A handwritten signature in black ink, appearing to read "Jerry Puto".

Jerry Puto, Construction Supervisor

BELLSOUTH
TELECOMMUNICATIONS ®

Jim Yeager
Facility Specialist
BellSouth
70 Atlantic Dr.
Key Largo, Florida 33037
phone: (305) 453-9864
facsimile: (305) 451-4232

September 9, 2003
File #240.0900

Key Largo Volunteer Fire Rescue Department, Inc.
Attn: Linda Newman
P.O. Box 782
Key Largo, FL 33037

Re: Right of way abandonment First Street and Alley adjacent to Lots 10-17 of Block 5 as shown on Key Largo City Ind Plat #5, Key Largo, Monroe County Florida.

Dear Ms. Newman,
BellSouth has no objection to the above referenced right of way abandonment. In the future if the property adjacent to the above referenced right of way has a need for telephone service the property owner may need to provide BellSouth with conduit or other acceptable structure.

Sincerely,

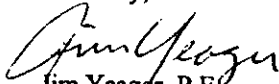

Jim Yeager, P.E.
Specialist

EXHIBIT F

**LETTER OF NO OBJECTION FROM STATE OF FLORIDA
DEPT. OF ENVIRONMENTAL PROTECTION**

**THIS IS THE ONLY PROPERTY OWNER ADJACENT TO THE PLATTED
ROADWAYS.**

**THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD.
TALLAHASSEE, FLORIDA 32399-3000**



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

AMENDMENT 1
EXISTING LEASE
EXTENDING
LEASE AN
ADDITIONAL
50 YRS
(2013)

David B. Struhs
Secretary

May 1, 2002

Ms. Linda Newman
Station Manager
Key Largo Volunteer Fire
Rescue Department, Inc.
Post Office Box 782
Key Largo, Florida 33037

Dear Ms. Newman:

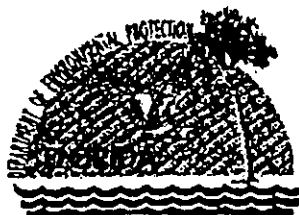
Attached are two originals of the proposed amendment to Lease No. 3671 that will extend the term of your lease to 50 years. The 50-year term will commence on the date of execution by the Bureau of Public Land Administration. Please have both originals executed and returned to me for final processing.

If you have any questions, please call me at (850) 488-2291.

Sincerely,

Tracy Peters, Senior Acquisition Review Agent
Bureau of Public Land Administration

TP/
Attachments



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

June 5, 2003

Ms. Linda Newman
Station Manager
Key Largo Volunteer Fire
Rescue Department, Inc.
Post Office Box 782
Key Largo, Florida 33037

Dear Ms. Newman:

In follow-up to our conversation this afternoon, the Division of State Lands, as agent for the Board of Trustees of the Internal Improvement Trust Fund, recognizes the need for the North Key Largo Volunteer Fire Station (VFS) to be able to include the right-of-way within 1st Street and the area identified as alley within your lease area. For this reason, this office has no objection to the County vacating the right-of-way, and the VFS, as our lessee, can act as our agent in applying for abandonment of the street and alley.

If I can be of further assistance, please call me at (850) 245-2730.

Sincerely,

Tracy Peters, Senior Acquisition Review Agent
Bureau of Public Land Administration


TP/

"More Protection, Less Process"

Printed on recycled paper.

MEMORANDUM

TO: Suzanne Hutton
Assistant County Attorney

FROM: David S. Koppel 
County Engineer

DATE: February 25, 2004

RE: Petition for Road Abandonment
First St., Key Largo
Key Largo Volunteer Fire Rescue Department

We have reviewed the above-referenced petition and have no objection to the road abandonment. Please call if you have any questions.

DSK/jl
FirstStKLRdAbandonmentSHutton.DOC

RECEIVED

FEB 26 2004

MONROE COUNTY ATTORNEY

FIRE MARSHAL'S OFFICE
Marathon Gov't Annex Bldg.
490 - 63rd St., Ocean, Ste. 160
Marathon, FL 33050
(305) 289-6010
(305) 289-6013 FAX



BOARD OF COUNTY COMMISSIONERS

Mayor Murray E. Nelson, District 5
Mayor Pro Tem David P. Rice, District 4
Dixie M. Spehar, District 1
George Neugent, District 2
Charles "Sonny" McCoy, District 3

INTEROFFICE MEMORANDUM

DATE: March 15, 2004
TO: Suzanne A. Hutton, Assistant County Attorney
FROM: Arthur "Wally" Romero, Assistant Fire Marshal (A)
SUBJECT: ROAD ABANDONMENT INSPECTION:
(First Street, Key Largo- Vol. Fire/Rescue Dept.)

RECEIVED

MAR 16 2004

MONROE COUNTY ATTORNEY

The Monroe County Fire Marshal's Office has reviewed the above referenced proposed road abandonment. This office has no objection to the abandonment.

If the Fire Marshal's Office can be of any additional assistance in this matter, please contact our office.

cc: Chief Clark O. Martin, Monroe County Fire Rescue

@RoadAbdn/RoadAbdn/mw7.0

MONROE COUNTY FIRE MARSHAL'S OFFICE

MEMORANDUM

To: Suzanne Hutton, Asst. County Attorney
From: Julie Thomson, Administrative Assistant
Subject: Key Largo Fire Station Road Abandonment
Date: April 23, 2004

RECEIVED
APR 26 2004
MONROE COUNTY ATTORNEY

This memo is regarding the proposed road abandonment of a portion of First Street and Public Alley in Key Largo City, Plat #5, Subdivision, Key Largo, MM 106.

Our department reviewed the road abandonment information your office provided us with and based on our review the Planning Department has no objection to the abandonment.

Our department also supports the development of the Key Largo Fire Station.